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TERMS AND CONDITIONS

Customer and Technical Support

Business Hours: 8:00 AM to 5:00 PM Central Time, Monday through Friday.

- Phone: 800.336.1976; Fax: 800.336.2801
- E-mail: sales@engproducts.com
- Mail: 5401 Smetana Drive, Minnetonka, Minnesota 55343

Minimum Order

The minimum merchandise order is \$50.00 for existing Customers, excluding any freight charges. Any merchandise order for less than \$50.00 will be billed at this minimum amount, plus applicable freight charges.

Most orders placed before 12:00 PM Eastern Time for any of our Standard Catalog Products ship the same business day. Most orders placed after 12:00 PM Eastern Time will ship the next business day.

New Customers

Engineered Products Company (EPCO) requires an initial purchase of \$1,000.00. A "minimum" of 5 line items must also be included on this sales order from any or all of the following product categories:

- Lighting
- Ground Bonding
- Splicing Kits and Heat Shrink Tubing
- Product Accessories

Note: To maintain an open account with Engineered Products Company, we require all customers to make annual purchases of \$1,500 or more.

Payment Terms

1% - 15th Prox., Net. 25th. A finance charged of 1.5% per month will be applicable to all outstanding balances

beyond the terms stated.

Engineered Products Company accepts VISA and MasterCard. Please be prepared to provide the following information:

- Credit Card Number
- Expiration Date and Three Digit Security Code
- Cardholder's Name, Address and Zip Code

Discounts

Discounts listed within the Price Catalog apply only to authorized Engineered Products Company Distributors. To become an authorized Distributor, contact your local Sales Representative or our Inside Sales Department for more information.

Freight Terms

F.O.B. Shipping Point. Full freight is allowed and will be prepaid by Engineered Products Company on any single order valued at a minimum of \$1,000.00. The freight shipment will be via OUR ROUTING to the Distributor's Warehouse on sales orders for Standard Catalog Products exceeding \$1,000.00 net billing.

For Product shipments to Hawaii and Alaska, freight will be prepaid and allowed based on the above qualifications only to the United States West Coast point of embarkation. For shipments to Puerto Rico and the Caribbean, freight will be prepaid and allowed based on the above qualifications to Miami, Florida.

For all freight shipments not directed to the Distributor's warehouse, EPCO will add a flat rate surcharge of \$95.00 for delivery to the following locations:

- Construction sites, fairs and/or carnivals, military bases, mine sites, prisons, etc.
- Commercial establishments, churches, schools, or others sites not open to the "walk in" public during normal business hours.
- Limited Access for Pickup or Delivery Service.

The following surcharges are also applicable for "arrival notification" services:

- \$38.00 to Call for Appointment
- \$38.00 to Call Consignee Before Delivery
- \$88.00 for Inside Delivery or Pickup
- \$86.00 for Lift Gate Service
- \$91.00 for Residential Delivery or Pickup

The above surcharges are applicable to freight shipments less than 500 lbs. Freight shipments over 500 lbs. will cost more!

Prices

The prices listed in our Distributor Price Catalog are F.O.B. Minnetonka, MN, payable in US dollars.

Any quantity price breaks apply per individual part number only. No mixing of part numbers to obtain a lower

price is allowed. High volume pricing is available; please call your local Sales Representative or our Inside Sales Department for quotations. Due to market fluctuation, all prices, terms and conditions are subject to change without prior notice. EPCO is not responsible for any errors or omissions, or any typographical or electronic errors, and all information is correct to the best of our knowledge.

Out of Stock Items

Our Sales Representatives will inform you of Product availability at the time of order. In the event that we do not have a Product in stock at the time you place your order and the Product meets our \$50.00 order minimum, we will backorder the Product and ship to you upon receipt unless you instruct us to do otherwise.

Claims and Errors

- Claims for shortages, deductions for price correction(s), or errors must be presented within 30 days from the date of invoice. Claims not reported within this time period will not be allowed.
- "Custom Made" Products (either published or nonpublished) are non-cancelable and non-returnable.
- Claims for Product damage resulting from shipment must first be reported to the delivering carrier (save all packaging and shipping cartons).
- Shorted shipments must be signed for and "shortage" noted on the bill-of-lading.

Returned Goods

No Product(s) can be returned unless written permission has first been obtained from Engineered Products Company and you receive a Return Material Authorization (RMA) Number. To return any Product(s), please ensure the following:

- The Product(s) must be in new, saleable, perfect condition.
- Package your return carefully to ensure it is received by us in good condition.
- Include all original factory packaging, accessories, manuals/literature.
- Write your Customer Account Number, Invoice Number, and RMA Number clearly on the outside of your return package.
- Ship return via UPS Ground to:
Engineered Products Company
Attention: RMA - Receiving Department
5401 Smetana Drive
Minnetonka, MN 55343

Note: EPCO does not make any return exceptions for the following:

- Special Order Products.
- Discontinued Products.
- Products damaged in route to us caused by improper packaging.
- Products damaged as a result of improper use.
- Products with obvious signs of use.

Product Warranty

Engineered Products Company warrants the products described herein, will be furnished free from defects in material and workmanship for 1 year. Any exceptions will be indicated on the product or packaging.

EPCO's sole obligation for any breach of warranty under the terms herein shall be, at our option, to repair or provide replacement for the product to which such warranty is breached, or to return all payments made with respect to such product. Any product(s) that are deemed to be defective must be specified by the Purchaser in a written notice to Engineered Products Company's Warranty Department within 1 year after receipt of such goods. Under no circumstances will Engineered Products Company be liable for loss of profits or incidental, indirect, consequential or special damages of any kind beyond the replacement cost of the defective merchandise.

Engineered Products Company shall not be liable for any losses arising from governmental action, an act of God, or the result of war, riot, strikes, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party to or associated with Engineered Products Company.

Guaranteed Sales Policy

Engineered Products Company guarantees the sale of its Standard Catalog Product(s), from authorized distributors to their customers. If an authorized distributor is not satisfied with their sales movement of our Standard Catalog Product(s), the distributor may request an Return Materials Authorization (RMA) form from either their Engineered Products Company's Sales Representative or by contacting our Inside Sales Department.

If the Product(s) is in the "original" unopened package(s) and is less than 12 months old, upon receipt, 100% credit will be issued. Return freight must be prepaid by the customer. If the Product(s) is older than 1 year, but less than two years old, 100% credit will be issued with a corresponding order of equal or greater value. If the Product(s) being returned is older than two years old, 100% credit will be issued with a corresponding order of at least two times the value.